



0000161428

BEFORE THE ARIZONA CORPORATION COMMISSION

SUSAN BITTER SMITH

Chairman

BOB STUMP

Commissioner

BOB BURNS

Commissioner

DOUG LITTLE

Commissioner

TOM FORESE

Commissioner

Arizona Corporation Commission

DOCKETED

MAR 13 2015

DOCKETED BY

ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL

2015 MAR 13 P 3:01

RECEIVED

ORIGINAL

LORI S. DANIELS,

Complainant,

v.

QWEST CORPORATION d/b/a  
CENTURYLINK QC,

Respondent.

DOCKET NO. T-01051B-14-0389

QWEST CORPORATION d/b/a  
CENTURYLINK QC'S NOTICE OF  
FILING DIRECT TESTIMONY

Qwest Corporation dba CenturyLink QC ("CenturyLink") hereby files the attached Direct Testimony of Carolyn Brown and of Reed Peterson, on behalf of Qwest Corporation, pursuant to the February 18, 2015 Procedural Order in the above-captioned proceeding.

RESPECTFULLY SUBMITTED this 13th day of March, 2015.

QWEST CORPORATION d/b/a  
CENTURYLINK-QC

Norman G. Curtright  
Associate General Counsel  
20 E. Thomas Road, 1st Floor  
Phoenix, Arizona 85012  
Telephone: (602) 630-2187

1 ORIGINAL and thirteen (13) copies of the foregoing  
2 filed this 13th day of March, 2015, with:

3 Docket Control  
4 Arizona Corporation Commission  
5 1200 West Washington Street  
6 Phoenix, Arizona 85007

7 **COPIES** of the foregoing hand-delivered  
8 this same day to:

9 Janice Alward  
10 Legal Division  
11 Arizona Corporation Commission  
12 1200 West Washington Street  
13 Phoenix, Arizona 85007

Steve Olea, Director  
Utilities Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

14 Lyn Farmer  
15 Hearing Division  
16 Arizona Corporation Commission  
17 1200 West Washington Street  
18 Phoenix, Arizona 85007

19 **COPIES** of the foregoing mailed this  
20 13th day of March, 2015 to:

21 Lori Daniels  
22 1969 W. Ray Road, Suite 1  
23 Chandler, AZ 85224

24   
25

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**SUSAN BITTER SMITH**

**Chairman**

**BOB STUMP**

**Commissioner**

**TOM FORESE**

**Commissioner**

**DOUG LITTLE**

**Commissioner**

**BOB BURNS**

**Commissioner**

**LORI S. DANIELS**

**Complainant**

**vs.**

**QWEST CORPORATION d/b/a CENTURYLINK  
QC**

**DOCKET NO. T-01051B-14-0389**

**DIRECT TESTIMONY**

**OF**

**REED PETERSON**

**ON BEHALF OF**

**CENTURYLINK**

**MARCH 13, 2015**

1   **Q.   PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH**  
2   **CENTURYLINK.**

3   A.   My name is Reed Peterson. My business address is 20 E. Thomas Road, Phoenix, Arizona.  
4       I am currently employed by CenturyLink as the Regulatory Affairs Director for  
5       CenturyLink in Arizona. I have been continuously employed by CenturyLink and its  
6       predecessor companies or affiliates for 37 years.

7  
8   **Q.   PLEASE   DESCRIBE   YOUR   EDUCATIONAL   BACKGROUND   AND**  
9   **EMPLOYMENT EXPERIENCE.**

10   A.   In 1976 I received a degree in Business Administration from the University of Utah. In  
11       1986, I received a Masters of Business Administration degree from the University of  
12       Phoenix.

13  
14       As the Regulatory Affairs Director for Arizona, I am responsible for the Company's  
15       relationship with the various departments and personnel at the Arizona Corporation  
16       Commission. My current responsibilities also include oversight of all regulatory filings  
17       and dockets for CenturyLink in Arizona, including tariffs. I have been continuously  
18       involved in one capacity or another with regulatory filings and issues for CenturyLink and  
19       its predecessor companies in Arizona since 1990. From 1986 to 1990 I worked as a Docket  
20       Manager in the Rates and Costs Department for the National Exchange Carrier Association  
21       (NECA) in Whippany N.J. From 1981 to 1986 I was an Assistant Staff Manager in the  
22       Rates and Tariffs department for Mountain Bell in Salt Lake City, Utah. From 1978 to  
23       1981 had held several positions in the Business Sales department of Mountain Bell in Salt  
24       Lake City, Utah.  
25

1    **Q.    PLEASE EXPLAIN YOUR UNDERSTANDING OF THE COMPLAINT.**

2    A.    The core dispute in this matter is Ms. Daniels' claim that she was charged for over 10  
3    years for a service that she no longer needed.

4    **Q.    DOES CENTURYLINK DISPUTE HER CLAIM?**

5    A.    Yes. CenturyLink disputes Ms. Daniel's claim because she ordered a service which was  
6    provided, used by her, and billed according to the terms of tariffs and approved by the  
7    Arizona Corporation Commission. In recognition of her long-term customer relationship,  
8    and in an effort to resolve the dispute amicably without litigation, we have extended  
9    some bill credits, and made other offers of compromise, but she has not accepted a  
10   settlement. Throughout the course of discussions CenturyLink has declared, and in my  
11   testimony today I repeat, CenturyLink has acted in accordance with law and that its  
12   position is just.

13   **Q.    DOES SHE IDENTIFY THE SERVICE IN HER COMPLAINT?**

14   A.    In her complaint, she describes a service arrangement that she agreed to approximately 20  
15   years ago at the time she moved her office from Gilbert to Chandler. She wanted to  
16   continue using the Gilbert telephone number and have those calls answered at her  
17   Chandler Office. She states that she was presented with two options to accomplish this.  
18   She could either pay for each call individually, or she could be charged a monthly amount  
19   that would cover all calls. She decided upon the second option, i.e. a monthly charge.

20   **Q.    WHAT CHANGES HAD TO BE MADE TO HER SERVICE TO ACCOMPLISH**  
21   **THIS?**

22   A.    To have her Gilbert number work at her Chandler location, Ms. Daniels needed to order  
23   Foreign Central Office ("FCO") service. This service would allow calls to the Gilbert  
24   number to be routed from CenturyLink's Gilbert switching office over a dedicated circuit  
25   of approximately 5 miles to the Chandler switching office, and then over another  
26   dedicated facility from the Chandler switching office to Ms. Daniels' Chandler office.

1 The monthly charges that Ms. Daniels agreed to pay for this arrangement help to cover  
2 the cost of the dedicated circuit and common equipment and facilities associated with the  
3 service.

4 **Q. DOES MS. DANIELS DISPUTE THE FACT THAT SHE DID IN FACT ORDER**  
5 **THIS SERVICE?**

6 A. No. In fact, she readily admits that she selected this arrangement over an alternative one  
7 in order to be able to continue using her Gilbert telephone number, although she states  
8 she did not know that Foreign Central Office was the name of the service.

9 **Q. DOES SHE DISPUTE THE FACT THAT SHE NEVER REQUESTED**  
10 **DISCONNECTION OF THIS SERVICE PRIOR TO 2013?**

11 A. No. Ms. Daniels provided a "Chronology of Events" (Chronology) in her original  
12 complaint filed on November 14, 2014. She also provided a "Timeline of Events and  
13 Correspondence with CenturyLink" (Timeline) as Exhibit 1 of the response she filed on  
14 January 23, 2015. Neither document includes any assertion that she had requested the  
15 service to be discontinued prior to August or September of 2013.<sup>1</sup>

16 **Q. DOES MS. DANIELS CLAIM THAT THE FCO SERVICE WAS NEVER**  
17 **PROVIDED OR DID NOT FUNCTION PROPERLY FROM THE TIME SHE**  
18 **ORDERED IT IN APPROXIMATELY 1993 UNTIL THE 2013 CONVERSATION**  
19 **WITH THE CENTURYLINK TECHNICIAN?**

20 N. No.

21 **Q. DOES MS. DANIELS CLAIM THAT SHE DID NOT USE THE SERVICE?**

22 A. No. She used FCO until she cancelled the service in 2013. In fact, to this day, she still  
23 requires the same functionality that FCO provides, because she is still having calls to her

---

<sup>1</sup> There is a discrepancy between the Chronology and the Timeline as to when this occurred. The Chronology indicates that a technician advised her office manager of an alternative service in September of 2013. The Timeline indicates that this event took place in August of 2013.

1 original Gilbert number terminated at her Chandler location. The only difference is the  
2 method by which this is being done. Now, this functionality is provided to her by  
3 software defined call routing which is called Location Number Portability, which I  
4 discuss below.

5 **Q. PLEASE DESCRIBE LOCATION NUMBER PORTABILITY AND HOW IT**  
6 **DIFFERS FROM FCO?**

7 A. Location Number Portability was deployed in the Phoenix area in 1999, as noted in Ms.  
8 Brown's testimony. Whereas the FCO service ordered by Ms. Daniels utilized physical  
9 equipment and facilities which was dedicated for the exclusive use of the customer to  
10 accomplish the transport of calls from Gilbert to Chandler, Location Number Portability  
11 instead uses software technology and common, or shared, facilities to instruct the various  
12 switches involved in how to route a call from one switch to another.

13 **Q. PLEASE PROVIDE SOME BACKGROUND ON THE DEVELOPMENT OF**  
14 **LOCAL NUMBER PORTABILITY ("LNP").**

15 A. After the Telecommunications Act of 1996, companies like CenturyLink were ordered to  
16 deploy LNP in connection with the onset of competition in the marketplace for local  
17 exchange telephone service.<sup>2</sup> LNP was viewed as something that would advance  
18 competition by allowing customers to retain their telephone numbers when changing to  
19 an alternative provider of local exchange service. The type of LNP technology used in  
20 connection with porting numbers between different carriers is referred to as "Provider  
21 Number Portability." The FCC specifically mandated the deployment of Provider  
22 Number Portability, as described in Carolyn Brown's direct testimony.

---

<sup>2</sup> See Section 251 (b)(2) of the Telecommunications Act of 1996

1    **Q.    CAN LNP BE USED IN CIRCUMSTANCES WHERE THE CUSTOMER IS NOT**  
2    **SWITCHING CARRIERS?**

3    A.    Yes.    LNP technology can also be used to offer Location Number Portability, which  
4    allows a customer to keep the same number if he/she moves to another location within a  
5    certain area (generally the same rate center). The FCC did not order providers like  
6    CenturyLink's predecessors to offer Location Number Portability. But, CenturyLink's  
7    predecessor U S WEST / Qwest voluntarily made the decision to develop and implement  
8    Location Number Portability subsequent to the deployment of Provider Number  
9    Portability.

10   **Q.    DOES THE COMPANY SOMETIMES REFER TO LOCATION NUMBER**  
11   **PORTABILITY USING THE MORE GENERIC TERM LOCAL NUMBER**  
12   **PORTABILITY OR LNP?**

13   A.    Yes. Such was the case in our Answer to Complaint.

14   **Q.    WHAT LIMITATIONS ARE THERE ON PROVIDING LOCATION NUMBER**  
15   **PORTABILITY?**

16   A.    Location Number Portability cannot be provided where the number would be terminated  
17   in a different area code, and is not provided for termination in a different rate center. The  
18   company continues to offer FCO service for those situations and it remains a valid tariff  
19   offering at this time. FCO remains in place for customers who wish to retain their  
20   telephone number, but move from one rate center or area code to another. In the Phoenix  
21   metropolitan area, we have 3 area codes, 602, 480, and 623, so it is a common issue.

22   **Q.    DID MS. DANIELS EVER DISPUTE OR QUESTION THE FCO CHARGES ON**  
23   **HER BILL?**

24   A.    Our records of her account do not contain any indications that she asked questions about  
25   the charges for this service or disputed the applicability or accuracy of the charges from  
26   the time it was originally provisioned until 2013. Her original complaint filed on



1 November 14, 2014, contains an explicit acknowledgement that she knew about the nature  
2 of the service as well as the associated charges.

3 "When I moved from Gilbert to Chandler, I was only told about the charges for  
4 keeping my same phone number."<sup>3</sup>

5 and,

6 "I knew I had a local number and the term "Foreign Central Office" meant  
7 nothing to me."<sup>4</sup>

8 In my experience, it is common for our customer service representatives to discuss  
9 services with customers in non-technical terms, avoiding telco jargon. Regardless of  
10 whether the term "Foreign Central Office" was used at the time, it is undisputed that Ms.  
11 Daniels understood the function the service performed, and what the charges were.<sup>5</sup> The  
12 fact that her order may have been discussed in lay terms instead of tariff terminology is  
13 no basis for allowing a claim of lack of knowledge or deception 20 years later.

14 **Q. WAS A DETAILED BREAKDOWN OF THE CHARGES ASSOCIATED WITH**  
15 **HER ACCOUNT, INCLUDING THOSE RELATED TO HER FCO SERVICE,**  
16 **PROVIDED ON HER BILL EACH MONTH?**

17 **A.** Yes. As an example, I have provided a copy of her July 2013 bill as exhibit RP-1  
18 showing the breakdown of these charges. A similar summary was included on each of  
19 her bills during the timeframe in question.

---

<sup>3</sup> Complaint, Page 2, Response to CenturyLink Letters

<sup>4</sup> Ibid

<sup>5</sup> Although the Commission's Cramming rules were not adopted at the time of Ms. Daniels' initial order for FCO service, R14-2-2005B requires the Company to provide an explanation of each product or service offered to customers requesting a new service for their account. Ms. Daniels own account of the discussion she had when ordering the FCO service establishes the Company's good faith attempt in its dealings with customers to adhere to the principles of transparency, clarity, and understanding ultimately embodied in the rules through the utilization of lay terminology.

1   **Q.   MS. DANIELS STATES IN HER RESPONSE FILED ON JANUARY 23, 2015**  
2       **THAT “NO SERVICE FOR ‘FOREIGN CENTRAL OFFICE SERVICE’ WAS**  
3       **EVER DELINEATED ON THE BILL” AND ALLEGES THAT THE FAILURE**  
4       **TO INCLUDE THAT EXACT TERM CONSTITUTES A DECEPTIVE**  
5       **PRACTICE. PLEASE RESPOND TO THAT STATEMENT.**

6   **A.**   Ms. Daniels does not dispute the fact that she specifically requested the arrangement  
7       made possible by FCO service in connection with her move from Gilbert to Chandler,  
8       and agreed to pay monthly charges for this arrangement. She was clearly not deceived  
9       about the purpose of the service, or the fact that it carried monthly charges. The charges  
10      for the service appeared on her bill each month for approximately 20 years and were  
11      never disputed by her because she knew that they were connected to the arrangement she  
12      had requested – even if she didn’t understand what terminology was used to describe that  
13      service. Although the exact term “foreign central office” does not appear on the bill, the  
14      individual billing elements associated with the service do appear and those elements  
15      accurately reflect what CenturyLink has been authorized to bill in connection with its  
16      FCO service pursuant to its tariffs.

17   **Q.   MS. DANIELS FURTHER ALLEGES THERE WERE MISREPRESENTATIONS**  
18       **ON THE PART OF CENTURYLINK BECAUSE “THE TERM ‘FOREIGN**  
19       **CENTRAL OFFICE SERVICE’ IS NOT DEFINED UNDER THE DEFINITIONS**  
20       **SET FORTH ON THE ACC WEBSITE OR IN THE AAC RULES AND**  
21       **REGULATIONS.” DO THE RULES AND REGULATIONS OF THE ARIZONA**  
22       **ADMINISTRATIVE CODE OR ANY STATE STATUTES REQUIRE THAT THE**  
23       **SERVICES OFFERED BY A UTILITY BE INCLUDED WITHIN THE**  
24       **DEFINITIONS OF THOSE REGULATIONS?**

25   **A.**   No. In fact, the Arizona Administrative Code which governs the regulation of  
26       CenturyLink provides that the billing for services it offers is governed by tariffs that are

1 filed with the Commission.<sup>6</sup> The rules are not intended to incorporate all of the rates,  
2 terms and conditions associated with the hundreds of services offered by companies such  
3 as CenturyLink. Even the very definitions that she cites in Exhibit 2 of her January 23,  
4 2015 response make it clear that the services offered by a utility will be provided  
5 pursuant to filed tariffs.<sup>7</sup>

6 **Q. WOULD YOU PLEASE EXPLAIN WHERE CENTURYLINK OBTAINS**  
7 **AUTHORIZATION FOR THE TERMS, CONDITIONS, AND RATES OF THE**  
8 **REGULATED SERVICES IT PROVIDES?**

9 A. CenturyLink is authorized to bill for regulated services like FCO pursuant to its tariffs  
10 which are filed with and approved by the Arizona Corporation Commission, as set forth  
11 in A.R.S. 40-365.<sup>8</sup> Exhibit RP-2 is a copy of the current tariff for Foreign Central Office  
12 Service.

---

<sup>6</sup> A.A.C. R14-2-1115

C. Filing of Tariffs, Price Levels, and Contracts. Each telecommunications company governed by this Article shall file with the Commission current tariffs, price levels, and contracts that comply with the provisions of this Article and with all Commission rules, orders, and all other requirements imposed by the laws of the state of Arizona.

1. Current tariffs for competitive services shall be maintained on file with the Commission pursuant to the requirements of A.R.S. § 40-365.

2. Current price levels for competitive services shall be filed with the Commission pursuant to the requirements of R14-2-1109(B).

<sup>7</sup> See A.A.C. R14-2-501.20. "Tariffs." The documents filed with the Commission which list the utility services and products offered by the utility and which set forth the terms and conditions and a schedule of the rates and charges for those services and products.

<sup>8</sup> A.R.S. 40-365. Filing of rate schedules by public service corporations

Under rules and regulations the commission prescribes, every public service corporation shall file with the commission, and shall print and keep open to public inspection, schedules showing all rates, tolls, rentals, charges and classifications to be collected or enforced, together with all rules, regulations, contracts, privileges and facilities which in any manner affect or relate to rates, tolls, rentals, classifications or service. The commission may, from time to time, approve or fix rates, tolls, rentals or charges in excess of or less than those shown by the schedules. The commission may, from time to time, determine and prescribe by order such changes in the form of the schedules as it finds expedient, and modify the requirements of any of its orders, rules, or regulations.

1   **Q.    ARE THE FCO BILLING CODES IN THE TARIFF THE SAME BILLING**  
2   **CODES IDENTIFIED ON MS. DANIELS' BILL?**

3   A.    Yes. I have provided Exhibit RP-3 which identifies the codes on her July 2013 bill and  
4       cross references them to the tariff. The exhibit identifies the four separate FCO billing  
5       elements identified on Ms. Daniels' bill and through a series of codes, correlates them to  
6       the FCO tariff. The codes show the correlation between how the description, billing  
7       code, and rates, designated as D 1-4, B 1-4, and R 1-4 respectively, are used in the tariff  
8       and on the bill.

9   **Q.    IN YOUR OPINION, ARE THESE BILLING CODES, DESCRIPTIONS, AND**  
10   **RATES IN ANY WAY DECEIVING AS TO EITHER HOW THEY RELATE TO**  
11   **THE SERVICE BEING PROVIDED OR TO THE AUTHORIZED CHARGES**  
12   **FOR THE SERVICE?**

13   A.    No. These codes and the associated charges reflected on the bill are clearly identified and  
14       relate directly to the various components required to provision the service as well as the  
15       charges approved in the tariff for FCO, as shown in Exhibit RP-3. There is nothing  
16       deceptive about the charges or their associated billing codes.

17   **Q.    WAS CENTURYLINK DECEPTIVE BY NOT INCLUDING THE TERM**  
18   **"FOREIGN CENTRAL OFFICE" ON ITS BILL?**

19   A.    Absolutely not. The FCO-related charges on the bill are itemized by the components that  
20       comprise the service. The bills divulge greater, not lesser detailed information.  
21       Itemization of the charges for the elements which comprise the functionality ordered by  
22       the customer cannot reasonably be considered misleading or deceptive.

23   **Q    ARE CENTURYLINK'S TARIFFS OPEN TO PUBLIC INSPECTION TO**  
24   **CUSTOMERS LIKE MS. DANIELS, AS REQUIRED BY A.R.S. 40-365.**

25   A.    Yes. CenturyLink's tariffs are available to customers in a variety of ways. They are  
26       available for inspection at both CenturyLink's offices and at the Corporation

Commission. They are also available for viewing online on both the Company website at [www.centurylink.com](http://www.centurylink.com) and the Arizona Corporation Commission's website at [www.azcc.gov](http://www.azcc.gov). The availability of CenturyLink's tariffs for public inspection and information on how to obtain or view copies is also explained in the company's telephone directories. See Exhibit RP-4.

**Q. MS. DANIELS STATES THAT THE STATUTE OF LIMITATIONS DELINEATED IN A.R.S. 40-248 B DOES NOT APPLY BECAUSE PARAGRAPH A OF A.R.S. 40-248 PERMITS REPARATIONS BACK TO THE DATE OF COLLECTION IN INSTANCES WHERE THE CORPORATION HAS MADE AN EXCESSIVE OR DISCRIMINATORY CHARGE. DO YOU AGREE WITH THIS STATEMENT?**

**A.** No. First, Ms. Daniels' does not provide any evidence or support for a finding that the charges she was billed for FCO service were either excessive or discriminatory; nor has any such investigation as required by the statute been undertaken by the Commission. Second, her position that the statute of limitations does not apply merely regurgitates the initial subparagraph of Section A.R.S. 40-248, without supporting explanation. She does not offer an alternative explanation to CenturyLink's interpretation and application of the limitation language of subparagraph 248(B).

**Q. EVEN IF HER ALLEGATIONS WERE VALID, DID MS. DANIELS PROVIDE AN ACCURATE CALCULATION OF THE AMOUNT OF DAMAGES SHE CLAIMS?**

**A.** No. Ms. Daniels bases her calculation on a credit for \$105.76 that appeared on her September 2013 bill which is totally unrelated to the FCO service. This credit relates to the way charges which are billed in advance are reflected on our bills when there is a change to the billing date on an account. In these cases, the bill reflects both a debit and a credit to the account. The credit removes the charges billed in advance for the relevant time period and then a debit is entered to reinstate the charges for the new billing period.

1 The \$105.76 credit on Ms. Daniels' September bill relates to the services that remained  
2 on her account following the removal of her FCO charges. This is unambiguously  
3 reflected on the bill with the following language on page 5.

4 "Credit for Monthly Service Previously Billed for Old Number for 16 days on  
5 Total of \$198.32 from Aug 23 to Sep 10. -105.76

6 Charge for Monthly Service Previously Billed for Old Number for 10 days on  
7 Total of \$198.32 from Aug 23 to Sep 04. \$66.11"

8 The \$198.32 amount on which this debit and credit were based is found on page 3 of the  
9 bill under the category of "Monthly Charges." This section itemizes the services which  
10 remained on the account after the FCO charges were removed.

11 **Q. HOW DOES CENTURYLINK BELIEVE THE DIFFERENCE BETWEEN THE**  
12 **BILLING FOR FCO SERVICE AND LNP SHOULD BE CALCULATED?**

13 A. CenturyLink believes that the proper method of calculating the amount that she was  
14 billed for FCO service would be to look at the actual tariffs that were in place for each  
15 time period. The monthly amounts that she was billed for FCO service during the time  
16 for which she is claiming a refund were as follows:

17 Jun 1, 2001 – May 1, 2006 – \$62.75  
18 May 1, 2006 – April 1, 2007 - \$73.00  
19 April 1, 2007 – September 1, 2013 - \$80.25

20 Exhibit RP-5 provides a calculation of the amount she was actually billed during this  
21 time period.

22 **Q. DOES MS. DANIEL'S CALCULATION OF DAMAGES INCLUDE CREDIT FOR**  
23 **ANY ADJUSTMENTS ALREADY PROVIDED BY THE COMPANY?**

24 A. No, it does not. She has agreed in her January 23, 2015 response to reduce any potential  
25 reparation by \$1,089.56, which is the amount of credit the company has already provided  
26 to her in connection with this matter.

1   **Q.   MS. DANIELS STATES THAT THE COMPANY OWES HER A REFUND**  
2       **BECAUSE IT SHOULD HAVE ADVISED HER BEFORE SEPTEMBER OF 2013**  
3       **THAT SHE NO LONGER NEEDED FCO SERVICE. DO YOU KNOW**  
4       **WHETHER OR NOT THE COMPANY EVER HAD ANY COMMUNICATION**  
5       **WITH HER ABOUT THIS?**

6   **A.**   I have no personal knowledge of any communications between Ms. Daniels and our  
7       business office about this matter. As I have stated previously, I have reviewed her  
8       account records and there is no indication that either she or the company initiated a  
9       discussion about this. However, as shown in the direct testimony of Carolyn Brown, as  
10      part of the implementation of LNP service in 1999, the company did send notification  
11      letters to all of its FCO customers to let them know of the availability of LNP and the  
12      potential cost savings for those who qualified.

13   **Q.   MS. DANIELS REFERENCES SEVERAL CALLS INTO CENTURYLINK'S**  
14       **REPAIR OFFICE DUE TO SERVICE ISSUES OVER THE YEARS AND**  
15       **COMPLAINS THAT "NO ONE EVER STATED THAT IT WASN'T**  
16       **NECESSARY TO ROUTE THE CALLS THROUGH A FOREIGN EXCHANGE**  
17       **DUE TO ADVANCES IN THEIR TECHNOLOGY." ARE THE CENTURYLINK**  
18       **EMPLOYEES WHO ANSWER REPAIR CALLS TRAINED TO DISCUSS**  
19       **BILLING MATTERS RELATING TO A CUSTOMER'S ACCOUNT?**

20   **A.**   No, that is outside of the scope of work for repair technicians. The protocol for handling  
21       repair calls would not typically have allowed for these types of discussions. Repair calls  
22       are very different from billing calls and require different systems and processes. The  
23       emphasis for calls to repair is to obtain the information necessary to respond to a trouble  
24       report and arrange for the appropriate response as quickly as possible. Any customer  
25       wishing to discuss billing details would have been referred to the regular business office.

1 **Q. COULD CENTURYLINK HAVE CHANGED MS. DANIELS SERVICE FROM**  
2 **FCO TO LNP WITHOUT HER EXPLICIT AUTHORIZATION?**

3 A. No – Article 20 of the Arizona Administrative Code specifically prohibits companies  
4 from adding services to a customer's account without obtaining their express consent.

5 **Q. DID CENTURYLINK EVER ATTEMPT TO OBTAIN AUTHORIZATION FROM**  
6 **MS. DANIELS TO SWITCH THE SERVICE FROM FCO TO LNP?**

7 A. Yes. The three notices referenced in Carolyn Brown's direct testimony each contained a  
8 section for the customer to complete stating that they authorized such a change. The third  
9 notice even contains an explicit statement that no changes could be made without this  
10 authorization. There is no record of a response from Ms. Daniels to any of these letters  
11 nor is there any record of a call to the business office to inquire about LNP.

12 **Q. HOW DO YOU RESPOND TO MS. DANIEL'S STATEMENT THAT SHE**  
13 **"COULDN'T SEE WHERE THEY [THE LETTERS] WOULD APPLY TO ME**  
14 **BECAUSE I HAD NEVER HEARD THE TERM 'FOREIGN CENTRAL OFFICE**  
15 **SERVICE'?"**

16 A. All three notices explicitly mention the fact that the customer receiving the letter is a  
17 "current subscriber of Foreign Central Office Service". Even if she didn't know what  
18 that meant, the notices still conveyed that this was something that impacted her account.  
19 Ms. Daniels made no attempt that we are aware of to verify why she received these  
20 notices for a service she didn't think she had authorized.

21 Her argument falls apart completely in the face of the language contained in the third  
22 notice, which adds the following layman's explanation of what a foreign central office  
23 line is, and which is remarkably similar to the words she used to describe her  
24 understanding of what she had originally ordered.



1           “Some businesses, such as yours, opted to pay for a monthly service that allows  
2           your existing telephone number(s) to ring at your new location. This is called a  
3           Foreign Central Office line.”

4           It is clear from these notices that CenturyLink made a good faith attempt at the time LNP  
5           was initially deployed to notify all of its FCO customers and provide them with an  
6           opportunity to change to the LNP service. Ms. Daniels has not shown where  
7           CenturyLink had a duty under any statute or rule to do more than this. Ms. Daniels  
8           neglected to respond to any of these three notices. It was not unreasonable for  
9           CenturyLink to move on under the assumption that customers who did not respond to the  
10          notices wished to keep the FCO arrangement.

11   **Q.   MS. DANIELS’ COMPLAINT AND RESPONSE EACH MAKE REFERENCE TO**  
12   **WHAT SHE BELIEVES WAS UNRESPONSIVENESS AND EXCESSIVELY**  
13   **LONG RESPONSE TIMES TO HER REQUESTS FOR A RETROACTIVE**  
14   **CREDIT FOR THE FCO CHARGES AFTER HER SERVICE HAD BEEN**  
15   **REARRANGED FOR LOCATION PORTABILITY SERVICE. HOW DO YOU**  
16   **RESPOND?**

17   **A.**   According to Exhibit 1 of Ms. Daniel’s January 23, 2015 response, it was in August of  
18           2013 that CenturyLink’s technician explained the availability of LNP to her Office  
19           Manager. The Company’s billing records reflect that the change was made to remove the  
20           FCO service from her account on August 13, 2013. It is clear that CenturyLink acted  
21           quickly to make this change once it had received the necessary authorization from the  
22           customer do so, which it had not received at any point prior to that time. No further  
23           charges in connection with FCO service accrued to her account after that date and so the  
24           delays of which Ms. Daniels’ complains are only in connection with her belief that she is  
25           entitled to credit for amounts she had previously paid. As shown in my testimony, the  
26           Company respectfully disagrees that she is entitled to this credit.

27           It has been my experience in dealing with matters like this, where each party has a strong  
28           belief in the validity of its position, that each party takes whatever time it believes it

1 needs to fully consider and respond to any proposals and counter proposals. In this  
2 instance, CenturyLink responded with 1 adjustment and 2 separate good faith offers to  
3 settle this matter, without admitting any wrongdoing, each being of an incrementally  
4 greater monetary value than the last.<sup>9</sup> Each offer required a response from Ms. Daniels. I  
5 was not directly involved in the initial settlement offer, but I know that in the case of the  
6 second offer which was conveyed to Ms. Daniels on April 28, 2014, that we made several  
7 attempts to follow up with her and left several messages and it still took nearly six weeks,  
8 until June 6, 2014, for CenturyLink to receive her response.

9 **Q. DOES MS. DANIELS CITE ANY STATUTE OR RULE THAT CENTURYLINK**  
10 **HAS VIOLATED IN CONNECTION WITH ITS TIMELINESS IN DEALING**  
11 **WITH HER CONCERNING THIS MATTER?**

12 A. No, she has provided no such citations.

13 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

14 A. My testimony has shown that Ms. Daniels clearly understood what she ordered at the  
15 time she moved her offices and requested to retain her Gilbert telephone number. I have  
16 also demonstrated that she never questioned the need for the FCO arrangement or the  
17 associated monthly charges until 2013. My testimony, together with that of Ms. Brown,  
18 shows that U S WEST (now CenturyLink) actually did back in 1999 what she accuses us

---

<sup>9</sup> The initial adjustment of 1 month's credit was given by the customer service representative shortly after the time the service was changed from FCO to LNP in response to a request by Ms. Daniels' office manager for a multi-year credit in connection with that change. After expressing dissatisfaction with this initial adjustment, an offer of 11 months credit was made to settle the dispute. Ms. Daniels initially accepted that offer and the Company provided an 11 month credit to her account – bringing the total amount of credit applied to the account to a full year. However, after that credit was made, Ms. Daniels contacted the Company representative and advised that "she had been advised not to accept the offer." Therefore, she rescinded her prior acceptance. However, even though the credit had been given with an understanding that it was in full settlement of Ms. Daniels' claim in connection with this matter and not as an adjustment for any admitted wrongdoing, CenturyLink nevertheless allowed the 11 month credit to remain on her account even after she called back to rescind her prior acceptance of the settlement offer.

1 of not doing in her complaint – i.e. reaching out to her in an attempt to allow her an  
2 opportunity to reduce the charges on her bill by taking advantage of the deployment of  
3 new technology. The fact that she did not respond to this outreach effort, for whatever  
4 reason, is not the fault of CenturyLink.

5 My testimony also demonstrates that CenturyLink was not deceptive in its billing for this  
6 service and that all charges billed to Ms. Daniels for FCO service were in full compliance  
7 with the Company's approved tariffs, the Arizona Administrative Code, and the Arizona  
8 Revised Statutes.

9 I have demonstrated that Ms. Daniels' calculation of alleged damages is faulty and omits  
10 credits that have already accrued to her account in connection with this issue. Ms.  
11 Daniels has benefited from these credits even though she has failed to show any  
12 wrongdoing on the part of CenturyLink.

13 **Q. WHAT IS YOUR RECOMMENDATION?**

14 A. Based on the testimony provided by CenturyLink. Ms. Daniels has failed to demonstrate  
15 that CenturyLink has violated any Commission rule or tariff, or that CenturyLink's  
16 actions were unreasonable or amounted to willful wrongdoing, or that the Company's  
17 practices were in any way deceptive. Therefore, I recommend that her complaint be fully  
18 dismissed and that no compensation beyond that which she has already received from  
19 CenturyLink be awarded in this case.

20 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

21 A. Yes.

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**SUSAN BITTER SMITH**

**Chairman**

**BOB STUMP**

**Commissioner**

**TOM FORESE**

**Commissioner**

**DOUG LITTLE**

**Commissioner**

**BOB BURNS**

**Commissioner**

**LORI S. DANIELS**

**Complainant**

**vs.**

**QWEST CORPORATION d/b/a CENTURYLINK  
QC**

**DOCKET NO. T-01051B-14-0389**

**EXHIBITS**

**OF**

**REED PETERSON**

**ON BEHALF OF**

**CENTURYLINK**

**MARCH 13, 2015**

# EXHIBIT RP-1



Page 1 of 5

LORI S DANIELS  
STATE FARM INSURANCE  
Bill Date: Aug 4, 2013  
Account No: 480-892-4100 458B

Visit [centurylink.com](http://centurylink.com)

Balance Forward	New Charges	Total Amount Due	Due Date for New Charges
\$0.00	\$332.88	\$332.88	Credit Card

### Account Summary

Previous Balance

Charges

Payment

Balance Forward

New Charges

CenturyLink

Total New Charges

Thank you for your payment

For questions, call:

1 800 603-6000

Page

3

644.77

644.77

\$0.00

332.88

\$332.88

001729 1/3

Business needs change regularly. As a valued business customer, we want to work with you to provide a complete and cost effective solution for your business.

Call (888) 544-4495 today for a free account consultation with a dedicated business sales consultant.

For billing or technical questions, please call (877) 453-9407.

CenturyLink, P O Box 29040, Phoenix, AZ 85038-9040

Please fold, tear here and return this portion with your payment.



AT 01 001729 10855 H 7 A\*\*3DGT



LORI S DANIELS  
STATE FARM INSURANCE  
1969 W RAY RD #1  
CHANDLER AZ 85224-4042

Bill Date: Aug 4, 2013  
Account No: 480-892-4100 458B

New Charges: \$332.88  
TOTAL AMOUNT DUE: \$332.88

Amount Due is charged  
to your Credit Card.

CENTURYLINK  
P O BOX 29040  
PHOENIX, AZ 85038-9040



81 01480892410004581 1213080413 000000000000 000003328804



For questions, call 1 800 603-6000

Page 2

LORI S DANIELS  
STATE FARM INSURANCE  
Bill Date: Aug 4, 2013  
Account No: 480-892-4100 458B

**Total Amount Due Charged to Your Credit Card** **\$332.88**

Thank you for using the automatic payment system. Payment will be charged to your credit card within 5 days after your bill date.

**New Charges**

	<b>Local and Other Services</b>
Monthly Charges	289.42
Service Additions and Changes	4.64
Taxes, Fees and Surcharges	
Federal Excise at 3%	6.38
State Sales at 5.6%	13.49
Regulatory Surcharge at .19%	.43
County Sales at .7%	1.66
City Sales at 2.75%	6.49
State 911 at \$.20 per access line	.80
Federal Universal Serv Fund at 15.1%	1.84
Federal Universal Serv Fund at 15.266%	3.76
Federal Universal Serv Fund Private Line at 15.1%	2.49



Page 3

LORI S DANIELS  
STATE FARM INSURANCE  
Bill Date: Aug 4, 2013  
Account No: 480-892-4100 458B

For questions, call 1 800 603-6000

### New Charges

	Local and Other Services
Taxes, Fees and Surcharges	
Arizona Universal Service Fund at \$.02 per line	.08
Telecommunications Relay Service Fund at 1.1%	1.40
<b>Subtotal</b>	<b>\$332.88</b>

### Total New Charges

**\$332.88**

001729 2/3

### Local and Other Services

#### Monthly Charges

Charges from Aug 04 to Sep 03

Quantity	Description	Code	Item Rate	Amount
	<b>Basic Services</b>			
4	Federal Access Charge	9ZR	6.12	24.48
4	Access Recovery Charge	9ZR42	2.00	8.00
	<b>Optional Services</b>			
1	Choice™ Business Plus (includes your line and your selected features)	PGOQM	49.99	49.99
1	Directory Listing	CLT	4.75	4.75
1	Fixed Mileage Rate	FQYX1	27.50	27.50
1	Voice Mail	MBB	13.95	13.95
3	Choice™ Business Prime (includes your line and up to 3 selected features)	PGOQT	36.00	108.00
1	Loop Start Signaling	PJWFX	16.50	16.50
1	Network Access Channel	1DC2X	27.50	27.50
5	Transport Channel - Per Mile Rate	3LBXA	1.75	8.75

### Total Monthly Charges

**\$289.42**

### Service Additions & Changes

Quantity	Description	Code	Item Rate	Amount
	<b>Jul 01, 2013 Order Number Not Available</b>			
	480-814-7556			
	Charge Due to Change in Rates			.36
	9ZR			
	480-814-7556			
	Charge Due to Change in Rates			4.28
	9ZR42			

### Total Service Additions and Changes

**\$4.64**

*continued on back* →





For questions, call 1 800 603-6000

Page 4

LORI S DANIELS  
STATE FARM INSURANCE  
Bill Date: Aug 4, 2013  
Account No: 480-892-4100 458B

## Local and Other Services

### Taxes, Fees & Surcharges Summary

*The detail listed below has been included in the New Charges on this bill.  
This summary is provided as information only.*

	Amount
Federal Excise at 3%	6.38
State Sales at 5.6%	13.49
Regulatory Surcharge at .19%	.43
<i>This charge recovers the amount CenturyLink is assessed by the Arizona Corporation Commission. This assessment funds the corporation commission, enabling it to perform its lawful duties.</i>	
County Sales at .7%	1.66
City Sales at 2.75%	6.49
State 911 at \$.20 per access line	.80
<i>This surcharge, funds the cost of providing emergency services communications systems in your community.</i>	
Federal Universal Serv Fund at 15.266%	3.76
<i>This charge recovers the amount CenturyLink contributes to the Federal Universal Service Fund. This fund helps keep local phone rates affordable for all Americans.</i>	
Federal Universal Serv Fund at 15.1%	1.84
<i>This charge recovers the amount CenturyLink contributes to the Federal Universal Service Fund. This fund helps keep local phone rates affordable for all Americans.</i>	
Federal Universal Serv Fund Private Line at 15.1%	2.49
<i>This charge recovers the amount CenturyLink contributes to the Federal Universal Service Fund. This fund helps keep local phone rates affordable for all Americans.</i>	
Arizona Universal Service Fund at \$.02 per line	.08
<i>This charge recovers the amount CenturyLink remits to the Arizona Corporation Commission. This fund helps keep basic exchange rates affordable in high cost rural areas of the state.</i>	
Telecommunication Relay Service Fund at 1.1%	1.40
<i>This charge funds relay centers that help hearing- and speech-impaired customers make and receive calls.</i>	

**Total Taxes, Fees and Surcharges Summary** **\$38.82**

**Total CenturyLink Local and Other Services** **\$332.88**

<b>CenturyLink New Charges</b>	<b>\$332.88</b>
--------------------------------	-----------------

### For Your Information

Customers using Teletype (TTY) devices can direct their inquiries to CenturyLink at 1 800 223-3131, a TTY equipped number.

Go Green! Use Control Center at [controlcenter.centurylink.com](http://controlcenter.centurylink.com)  
to view your billing and service information on-line and  
enroll in Paperless Billing or One Page Direct.

# EXHIBIT RP-2

**Qwest Corporation d/b/a CenturyLink QC**  
**COMPETITIVE**  
**PRIVATE LINE TRANSPORT**  
**SERVICES TARIFF No. 6**  
**Arizona**

**SECTION 5**  
**Page 36**  
**Release 1**

Issued: 8-8-13

Effective: 8-9-13

**5. SERVICES**

**5.2 SERVICE DESCRIPTIONS (Cont'd)**

**5.2.7 FOREIGN CENTRAL OFFICE SERVICE**

**A. Basic Description**

Foreign Central Office (FCO) Service provides dial tone from a customer's serving wire center to a remote wire center in the same exchange. This service is available to either residence or business customers.

**B. Terms and Conditions**

1. FCO Service is offered on individual lines and PBX trunks.
2. FCO Service will obtain a line or trunk from the Competitive Exchange and Network Services Tariff. The Network Access Channel is also applicable.
3. FCO Service is not in accord with the normal plan of furnishing telephone service and the Company does not obligate itself to furnish such service, particularly where it involves undue expense or impairment of the service furnished to the general public.
4. Transport Mileage applies based on airline measurements from the wire center from which the customer actually is served to the serving wire center from which the customer would normally be served.
5. FCO Service will not be provided on the same circuit as FX Service.
6. Rates and charges for all Optional Features and Functions are as specified in the Competitive Exchange and Network Services Tariff.
7. Locality, suburban or exchange zone rate area increments (ZNA/) for any main station or PBX located outside the base rate area of the normal exchange do not apply to FCO Service.
8. Directory Listings
  - a. One directory listing will be provided for FCO Service in the wire center where the customer's dial tone is obtained.
  - b. Additional listings will be furnished at regular rates and charges as specified in the Competitive Exchange and Network Services Tariff.
  - c. Listings in other directories will be furnished at the regular rates for foreign listings as specified in the Competitive Exchange and Network Services Tariff.

**Qwest Corporation d/b/a CenturyLink QC**  
**COMPETITIVE**  
**PRIVATE LINE TRANSPORT**  
**SERVICES TARIFF NO. 6**  
**Arizona**

**SECTION 5**  
**Page 37**  
**Release 1**

Issued: 8-8-13

Effective: 8-9-13

**5. SERVICES**

**5.2 SERVICE DESCRIPTIONS**

**5.2.7 FOREIGN CENTRAL OFFICE SERVICE**

**B. Terms and Conditions (Cont'd)**

9. Message toll rates are applicable in connection with FCO Service when calls are placed to telephone numbers outside the local calling area of the dial tone wire center.
10. Rates, terms and conditions associated with Directory Assistance apply and are set forth in the Competitive Exchange and Network Services Tariff.
11. Use of Service limitations, as delineated in the Competitive Exchange and Network Services Tariff, apply to FCO Service.
12. The rates for individual line service and PBX trunks are those in effect in the serving (foreign) central office.
13. In the case of Centrex main stations, the basic secondary location Centrex station rate schedule will apply at each FCO station location in addition to mileage and/or incremental charges.
14. Rate Elements
  - Exchange Service Element
  - Network Access Channel (NAC)
  - Channel Performance (CP)
  - Transport Mileage (TM)

**C. Service Information**

<b>SERVICE</b>	<b>CLASS OF SERVICE</b>	<b>NETWORK CHANNEL CODE</b>
Foreign Central Office Line	[1]	UC
Foreign Central Office Trunk	[1]	UD

**5.2.8 RESERVE FOR FUTURE USE**

**5.2.9 RESERVED FOR FUTURE USE**

[1] Use applicable exchange Class of Service.

**Qwest Corporation d/b/a CenturyLink QC**  
**Arizona**  
**COMPETITIVE**  
**PRIVATE LINE TRANSPORT**  
**SERVICES TARIFF NO. 6**

**SECTION 6**  
**Page 22**  
**Release 1**

Issued: 8-8-13

Effective: 8-9-13

**6. RATES AND CHARGES**

**6.2 SERVICE OFFERINGS (Cont'd)**

**6.2.7 FOREIGN CENTRAL OFFICE SERVICE**

	USOC	NONRECURRING MAXIMUM	CHARGE[1] CURRENT
<b>A. Service Provisioning</b>			
• Initial	SCH	\$590.00	\$295.00
• Subsequent	SCHAX	290.00	145.00
<b>B. Network Access Channel (NAC), per termination</b>			
• 2-wire	1DC2X	—	—
<b>C. Channel Performance (CP), per termination</b>			
• Loop-Start Signaling	PJWFX	130.00	65.00
• Ground-Start Signaling	PJWMX	130.00	65.00
• Reverse Battery Signaling	PJWZX	130.00	65.00
<b>D. Transport Mileage (TM)</b>			
Mileage Bands			
• Over 0 to 8			
- Fixed	FQYX1	140.00	70.00
- Per mile	3LBXA	—	—
• Over 8 to 25			
- Fixed	FQYX2	140.00	70.00
- Per mile	3LBXB	—	—
• Over 25 to 50			
- Fixed	FQYX3	140.00	70.00
- Per mile	3LBXC	—	—
• Over 50			
- Fixed	FQYX4	140.00	70.00
- Per mile	3LBXD	—	—

[1] Pursuant to Decision No. 73354, the rates, terms and conditions associated with Nonrecurring Charges (NRCs) are deregulated. NRC Terms and Conditions can now be found in the Private Line Transport Services Catalog.

**Qwest Corporation d/b/a CenturyLink QC**  
**Arizona**  
**COMPETITIVE**  
**PRIVATE LINE TRANSPORT**  
**SERVICES TARIFF NO. 6**

**SECTION 6**  
**Page 23**  
**Release 1**

Issued: 8-8-13

Effective: 8-9-13

**6. RATES AND CHARGES**

**6.2 SERVICE OFFERINGS**

**6.2.7 FOREIGN CENTRAL OFFICE SERVICE (Cont'd)**

	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
<b>A. Service Provisioning</b>			
• Initial	SCH	—	—
• Subsequent	SCHAX	—	—
<b>B. Network Access Channel (NAC), per termination</b>			
• 2-wire	1DC2X	\$67.50	\$27.50
<b>C. Channel Performance (CP), per termination</b>			
• Loop-Start Signaling	PJWFX	36.00	16.50
• Ground-Start Signaling	PJWMX	36.00	16.50
• Reverse Battery Signaling	PJWZX	36.00	17.50
<b>D. Transport Mileage (TM)</b>			
Mileage Bands			
• Over 0 to 8			
- Fixed	FQYX1	66.00	27.50
- Per mile	3LBXA	3.75	1.75
• Over 8 to 25			
- Fixed	FQYX2	66.00	27.50
- Per mile	3LBXB	4.05	1.75
• Over 25 to 50			
- Fixed	FQYX3	66.00	27.50
- Per mile	3LBXC	4.35	1.75
• Over 50			
- Fixed	FQYX4	66.00	27.50
- Per mile	3LBXD	4.65	1.75

# EXHIBIT RP-3



Page 3

LORI S DANIELS  
STATE FARM INSURANCE  
Bill Date: Aug 4, 2013  
Account No: 480-892-4100 458B

For questions, call 1 800 603-6000

### New Charges

	Local and Other Services
Taxes, Fees and Surcharges	
Arizona Universal Service Fund at \$.02 per line	.08
Telecommunications Relay Service Fund at 1.1%	1.40
<b>Subtotal</b>	<b>\$332.88</b>

### Total New Charges

**\$332.88**

001729 2/3

### Local and Other Services

#### Monthly Charges

Charges from Aug 04 to Sep 03

	Quantity	Description	Code	Item Rate	Amount
		<b>Basic Services</b>			
	4	Federal Access Charge	9ZR	6.12	24.48
	4	Access Recovery Charge	9ZR42	2.00	8.00
		<b>Optional Services</b>			
	1	Choice™ Business Plus (includes your line and your selected features)	PGOQM	49.99	49.99
	1	Directory Listing	CLT	4.75	4.75
Billing Element 1	1	D-1 Fixed Mileage Rate	FQYX1 B-1	27.50 R-1	27.50
	1	Voice Mail	MBB	13.95	13.95
	3	Choice™ Business Prime (includes your line and up to 3 selected features)	PGOQT	36.00	108.00
Billing Element 2	1	D-2 Loop Start Signaling	PJWFX B-2	16.50 R-2	16.50
Billing Element 3	1	D-3 Network Access Channel	1DC2X B-3	27.50 R-3	27.50
	5	Transport Channel - Per Mile			
Billing Element 4		D-4 Rate	3LBXA B-4	1.75 R-4	8.75
		<b>Total Monthly Charges</b>			<b>\$289.42</b>

### Service Additions & Changes

Quantity	Description	Code	Item Rate	Amount
	Jul 01, 2013 Order Number Not Available			
	480-814-7556			
	Charge Due to Change in Rates			.36
	9ZR			
	480-814-7556			
	Charge Due to Change in Rates			4.28
	9ZR42			
	<b>Total Service Additions and Changes</b>			<b>\$4.64</b>

continued on back



**Qwest Corporation d/b/a CenturyLink QC**  
**COMPETITIVE**  
**PRIVATE LINE TRANSPORT**  
**SERVICES TARIFF NO. 6**  
**Arizona**

**SECTION 6**  
**Page 23**  
**Release 1**

Issued: 8-8-13

Effective: 8-9-13


**6. RATES AND CHARGES**

**6.2 SERVICE OFFERINGS**  
**6.2.7 FOREIGN CENTRAL OFFICE SERVICE (Cont'd)**

	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
<b>A. Service Provisioning</b>			
• Initial	SCH	—	—
• Subsequent	SCHAX	—	—
<b>Billing Element 3</b> <b>B. Network Access Channel (NAC), D-3</b> per termination			
• 2-wire	1DC2X <b>B-3</b>	\$67.50	\$27.50 <b>R-3</b>
<b>C. Channel Performance (CP), per termination</b>			
<b>Billing Element 2</b> • Loop-Start Signaling <b>D-2</b>	PJWFX <b>B-2</b>	36.00	16.50 <b>R-2</b>
• Ground-Start Signaling	PJWMX	36.00	16.50
• Reverse Battery Signaling	PJWZX	36.00	17.50
<b>Billing Elements 1 and 4</b> <b>D. Transport Mileage (TM)</b>			
Mileage Bands			
• Over 0 to 8			
- Fixed <b>D-1</b>	FQYX1 <b>B-1</b>	66.00	27.50 <b>R-1</b>
- Per mile <b>D-4</b>	3LBXA <b>B-4</b>	3.75	1.75 <b>R-4</b>
• Over 8 to 25			
- Fixed	FQYX2	66.00	27.50
- Per mile	3LBXB	4.05	1.75
• Over 25 to 50			
- Fixed	FQYX3	66.00	27.50
- Per mile	3LBXC	4.35	1.75
• Over 50			
- Fixed	FQYX4	66.00	27.50
- Per mile	3LBXD	4.65	1.75

# EXHIBIT RP-4

# dex.

Official Directory |  CenturyLink

To stop delivery of future directories  
visit [www.yellowpagesoptout.com](http://www.yellowpagesoptout.com)



Looking for the Residential  
White Pages? Request a free  
copy at [DexKnows.com/Green](http://DexKnows.com/Green)  
or call 1-877-2-GET-DEX

Issued April 2014

## Phoenix

Including Central Phoenix, West Phoenix and Scottsdale

Anthem, Arrowhead, Avondale, Deer Valley, Desert Hills,  
Downtown Phoenix, Fountain Hills, Glendale,  
Goodyear, Laveen, Litchfield Park,  
Moon Valley, New River, Paradise Valley,  
Peoria, Rio Verde, Scottsdale,  
Sun City, Surprise



For delivery & recycling options  
visit [DexKnows.com/Green](http://DexKnows.com/Green)

[dexknows.com](http://dexknows.com)



Scan this to download the Dex Mobile  
app for local info on the go

### Injured?

CALL 24/7 for a FREE CONSULTATION

- ✓ Automobile Accidents
- ✓ Construction Accidents
- ✓ Motorcycle Accidents
- ✓ Tractor Trailer Accidents
- ✓ Serious Injury
- ✓ Wrongful Death



#myazattorney

**Michael Córdova**  
ATTORNEY AT LAW

PHONE 602.265.6700



© 2014 Michael Córdova, Attorney at Law. All rights reserved. Phoenix, AZ 85004-1111

CenturyLink is a registered trademark of CenturyLink Communications Inc., a telecommunications company. CenturyLink is a registered trademark of CenturyLink Communications Inc., a telecommunications company.

dexknows.com

Phone Service Pages

## Information You Should Know Regarding Telephone Rates and Charges



### How Are My Rates Determined?

Charges are determined by tariffs. A tariff is a public document that details the rates, terms and conditions for each CenturyLink service and product offering. CenturyLink requests rate adjustments to its tariffs with the Arizona Corporation Commission for its services that are regulated by the State of Arizona. Those requests are reviewed by the Commission to determine if it should be accepted, modified or rejected.

### Getting Information About My Telephone Service and Rates

CenturyLink's current tariffs, services and rates, can be viewed at our website: [www.centurylink.com](http://www.centurylink.com) - click on "tariffs". To request a copy of a specific tariff, Residential customers can call 800 244-1111 and Business customers can call 800 603-6000.

### Federal Communications Commission Charges

The FCC permits several charges upon telephone services such as Service Provider Number Portability, Federal Access Charge, Federal Universal Service Fund, Telecom Services Excise Tax as well as other federal charges. For more information concerning FCC charges on your telephone bill, you may visit the FCC web site at: [www.fcc.gov/cdb/consumerfacts/charges.html](http://www.fcc.gov/cdb/consumerfacts/charges.html)

### Regulated & Non-Regulated Services

The Corporation Commission regulates telephone services in Arizona. It does not regulate internet or cable services which are considered non-regulated service offerings. If you have a complaint and you are unable to resolve it with your telecommunications provider, you may call the Corporation Commission at 602 542-4251 (Phoenix local area) or 800 222-7000 (outside the Phoenix local calling area).

### Telephone Service – CenturyLink For Your Home

Hours: Monday – Friday, 7:00 a.m. – 7:00 p.m.

..... 800 244-1111

For Your Business..... 800 603-6000

### Local and Long-distance Services

#### Local Telephone Service

You have the option to choose your local service provider. CenturyLink is one of many providers of local telephone service. Check the yellow pages for the names of local providers serving your area. The local telephone service you purchase from CenturyLink provides dial tone for calls, access to the long-distance network, calls to 9-1-1, and a white pages directory listing.

#### Local Long-distance Service

Local long-distance service are calls that originate and terminate in the same LATA. A LATA is a geographic boundary that defines types of long-distance calls and generally includes a metropolitan area and surrounding territory. Charges will usually apply. You have the option to choose your local long-distance provider (subject to availability). CenturyLink is one of the many providers of local (IntraLATA) long-distance service. Check the yellow pages for the names and telephone numbers of providers of local long-distance service in your area.

#### Long-distance Service

Long-distance service are calls that originate in one LATA and terminate in a different LATA. You have the ability to choose your long-distance (InterLATA) carrier (subject to availability). Check the yellow pages for the names and telephone numbers of long-distance companies serving your area.

If you do not want local toll calls and long-distance calls to be dialed from your phone, you can ask to have these services blocked (charges may apply).

# EXHIBIT RP-5



**BEFORE THE ARIZONA CORPORATION COMMISSION**

**SUSAN BITTER SMITH**

**Chairman**

**BOB STUMP**

**Commissioner**

**TOM FORESE**

**Commissioner**

**DOUG LITTLE**

**Commissioner**

**BOB BURNS**

**Commissioner**

**LORI S. DANIELS**

**Complainant**

**vs.**

**QWEST CORPORATION d/b/a CENTURYLINK  
QC**

**DOCKET NO. T-01051B-14-0389**

**DIRECT TESTIMONY**

**OF**

**CAROLYN BROWN**

**ON BEHALF OF**

**CENTURYLINK**

**MARCH 13, 2015**

1   **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH**  
2   **CENTURYLINK.**

3   A. My name is Carolyn Brown. My business address is 700 W. Mineral Ave., Littleton,  
4   Colorado, and I am currently employed by CenturyLink as a Regulatory Operations  
5   Manager. I am testifying on behalf of CenturyLink QC.  
6

7   **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**  
8   **EMPLOYMENT EXPERIENCE.**

9   A. In 1990 I received a Master of Science degree in Telecommunications from the University  
10   of Denver. In 1980, I received a Master of Science degree in Public Administration and  
11   Public Policy from Purdue University in West Lafayette, Indiana. I received a Bachelor of  
12   Arts degree in 1978 from Purdue University.  
13

14   I began my employment with CenturyLink (formerly Mountain Bell, U S WEST and  
15   Qwest) in 1981. Between 1981 and 1998, I held various positions in Network Operations  
16   and Retail process areas with expertise in the processes and IT systems for ordering,  
17   provisioning and billing customer services. From May 1998 through July 1999 I held the  
18   position of Program Director – Retail Markets Local Number Portability, responsible for  
19   the integrated implementation of Local Number Portability for retail markets across U S  
20   WEST. This Program included Location Number Portability, i.e., the ability for U S  
21   WEST/QWEST customers to move between central office serving areas and keep their  
22   telephone number. I led this Program at the time that Location Number portability was  
23   implemented in Phoenix and other areas of Arizona. From August 1999 through present I  
24   have held various positions in Wholesale and Regulatory Operations.



1 **Q. HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY BEFORE THE ARIZONA**  
2 **COMMISSION?**

3 A. No.  
4

5 **Q. HAVE YOU TESTIFIED BEFORE OTHER STATE REGULATORY**  
6 **COMMISSIONS?**

7 A. No.  
8

9 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

10 A. The purpose of my testimony is to respond to the complaint filed by Lori S. Daniels  
11 (Docket No. T-01051B-14-0389). I will describe the processes used by U S WEST when it  
12 implemented Location Number Portability for the Company's retail customers in Phoenix  
13 and elsewhere. In particular, I will describe the process used to notify Foreign Central  
14 Office ("FCO") customers within the implementation footprint of the availability of  
15 Location Number Portability.  
16

17 Reed Peterson is also filing testimony which demonstrates that there is no basis in Ms.  
18 Daniels claims that she was billed inappropriately for her Foreign Central Office Service.  
19

20 **Q. WHAT IS THE HISTORY OF LOCAL NUMBER PORTABILITY IN THE**  
21 **PHOENIX ARIZONA AREA?**

22 A. In 1997 the Federal Communications Commission (FCC) mandated that companies offer  
23 long-term number portability in the 100 largest Metropolitan Statistical Areas (MSAs)  
24 according to a five-phase deployment schedule. There are two types of Local Number

1 Portability—Service Provider Number Portability and Location Number Portability. The  
2 FCC only mandated Service Provider Portability, which provides the ability for customers  
3 to change local service providers and keep their telephone number. In FCC 96-2861, the  
4 FCC declined to order location portability, which provides the ability for customers to  
5 move between central office serving areas (within Rate Centers) and keep their telephone  
6 number. Service provider portability was implemented in Phoenix per the FCC's schedule  
7 in August 1998. Subsequent to the implementation of service provider portability in each  
8 MSA, U S WEST/QWEST invested in the network and IT systems upgrades necessary to  
9 allow Location Number Portability within a Rate Center for its retail and wholesale  
10 customers. Location Number Portability was implemented in Phoenix in May 1999.  
11

12 **Q. MS. DANIELS STATES THAT SHARON BISHOP TOLD HER CENTURYLINK**  
13 **COULD NOT DETERMINE WHEN THE IMPLEMENTATION OF LOCATION**  
14 **NUMBER PORTABILITY HAD OCCURRED. DO YOU HAVE AN**  
15 **EXPLANATION FOR THIS?**

16 **A.** Yes. As stated above, Location Number Portability was implemented in 1999 –  
17 approximately 16 years ago. Neither Sharon, nor any other employee who was not directly  
18 involved in the implementation process would have had access to any information relating  
19 to an event that happened that long ago. In addition, documentation and records of an  
20 event from 1999 would not be retained. Absent a legal requirement to do otherwise, no  
21 viable business the size of CenturyLink would maintain complete historical records of all  
22 of its operations in perpetuity. In accordance with the Company's records retention

---

<sup>1</sup> FCC 96-286 First Report and Order and Notice of Proposed Rulemaking Telephone Number Portability, CC Docket No. 95-116, (released July 2, 1996), ¶ 6.

1 process, all of the official records associated with this project are no longer maintained or  
2 have been destroyed.

3  
4 **Q. WHILE OFFICIAL DOCUMENTATION OF THE IMPLEMENTATION HAS NOT**  
5 **BEEN RETAINED, WERE YOU DIRECTLY INVOLVED IN THE**  
6 **IMPLEMENTATION PROCESS?**

7 A. Yes. I was managing the Location Number Portability process at the time it occurred in  
8 Phoenix. When this Complaint was brought to my attention late last year, I was able to  
9 determine that the implementation of Location Number Portability occurred in 1999 in  
10 Phoenix.

11  
12 **Q. PRIOR TO THE IMPLEMENTATION OF LOCATION PORTABILITY, HOW**  
13 **COULD A CUSTOMER MOVE AND RETAIN THE USE OF THEIR ORIGINAL**  
14 **TELEPHONE NUMBERS?**

15 A. Previous to the implementation of Location Number Portability, a customer who moved  
16 and wanted to continue to use the same telephone numbers in the same manner as they had  
17 done at the original location had to subscribe to a service such as Foreign Central Office  
18 ("FCO") service or Foreign Exchange ("FX")<sup>2</sup> service. Mr. Peterson will describe FCO  
19 service in his testimony. Once Location Number Portability was implemented, customers  
20 subscribing to FCO service within a Rate Center could ask to have their telephone numbers  
21 ported and discontinue subscribing to FCO service.

22  

---

<sup>2</sup> Newton's Telecom Dictionary, 16<sup>th</sup> Edition, (2000) p354: "Foreign Exchange provides local telephone service from a central office which is outside (foreign to) the subscriber's exchange area." And Foreign Central Office service as, "getting telephone service in a multi-office exchange from a central office other than the one you are normally served by."

1 **Q. DID U S WEST NOTIFY CUSTOMERS IN PHOENIX WHEN LOCATION**  
2 **NUMBER PORTABILITY BECAME AVAILABLE?**

3 A. Yes. Immediately prior to implementing Location Number Portability in all areas,  
4 including Phoenix, U S WEST/QWEST identified all customers who were subscribing to  
5 FCO service<sup>3</sup> in the Rate Center(s) where location portability was being implemented. A  
6 series of letters spanning several months were then mailed to those FCO customers alerting  
7 them to the option of discontinuing FCO service and using Location Number Portability to  
8 use their original telephone number(s) in a different central office within a Rate Center.  
9 The letters instructed the customer to contact the Company via fax, mail or by telephone to  
10 authorize and schedule the "porting" of their telephone number(s) to their serving central  
11 office and the discontinuance of FCO service. This process was used each time Location  
12 Number Portability was implemented, including in Phoenix.

13  
14 **Q. HAS CENTURYLINK RETAINED COPIES OF THE LETTERS SENT TO EVERY**  
15 **FCO CUSTOMER?**

16 A. No. Copies of the actual letters sent during each Local Number Portability implementation  
17 are not available due to the company's records retention policies. However, I was able to  
18 locate an example of the letters that were sent to FCO customers during these  
19 implementations, and these example letters are included in Exhibit CB-1. The letters in  
20 CB-1 are representative of the letters used in connection with the implementation of LNP  
21 in all parts of Arizona including Phoenix. The example letters in Exhibit CB-1 were  
22 present in files unrelated to this case. As the Director in charge of the LNP project I can  
23 say with certainty from my direct knowledge and participation in the project that the

---

<sup>3</sup> Based on billing records.

1        wording of the letters actually sent to Ms. Daniels and to all other FCO customers in the  
2        Phoenix area was the same as presented in the examples, and that those letters were mailed.  
3

4        **Q.    WHAT DO YOU CONCLUDE?**

5        A.    U S WEST/QWEST sent multiple letters to its customers who subscribed to FCO service  
6        within a Rate Center that was converted to allow location portability. The letters offered  
7        the option of discontinuing the FCO service and giving authorization to location port the  
8        telephone number(s) to their local serving central office at no extra charge to the customer.  
9        As the Director leading the location portability program at the time of implementation, I  
10       have direct knowledge that U S WEST/QWEST followed this process in all location  
11       portability implementations, including Phoenix, and that as an FCO customer in the  
12       Phoenix area Ms. Daniels was given the notification I have described.  
13

14       **Q.    DOES THIS CONCLUDE YOUR TESTIMONY?**

15       A.    Yes, it does.

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**SUSAN BITTER SMITH**

**Chairman**

**BOB STUMP**

**Commissioner**

**TOM FORESE**

**Commissioner**

**DOUG LITTLE**

**Commissioner**

**BOB BURNS**

**Commissioner**

**LORI S. DANIELS**

**Complainant**

**vs.**

**QWEST CORPORATION d/b/a CENTURYLINK  
QC**

**DOCKET NO. T-01051B-14-0389**

**EXHIBITS**

**OF**

**CAROLYN BROWN**

**ON BEHALF OF**

**CENTURYLINK**

**MARCH 13, 2015**

# EXHIBIT CB-1

ARIZONA CORPORATION COMMISSION  
DOCKET NO. T-01051B-14-0389  
CenturyLink-QC  
Exhibits of Carolyn Brown  
Exhibit CB-1, March 13, 2015

**First Notice****Qwest** 

June 22nd, 2001

Dear Qwest Customer:

To provide the highest quality products and services possible, while maximizing the value received for your communication dollar, Qwest has exciting news for customers using Foreign Central Office Services. Qwest now offers Local Number Portability Services for most locations. As a current subscriber of Foreign Central Office Services, you can benefit from this new technology.

Here's the bottom line on Local Number Portability:

- It's a technological advancement that allows you to retain your current telephone number(s) in your existing business location. Previously, keeping your telephone number was only accomplished by subscribing to a monthly service called Foreign Central Office Services. Converting to Local Number Portability will drop off these FCO charges and save you money.
- Local Number Portability simplifies the service you now receive through your Foreign Central Office line and allows for a wider range of products and services.
- Qwest can convert your Foreign Central Office Services to Local Number Portability without any conversion charges. For a limited time, Qwest is waiving all conversion charges.

To schedule a conversion from Foreign Central Office Service to Local Number Portability Service, please return fax or mail this form complete with your business name, responsible party's signature, billing telephone number, and date. If you have questions regarding Local Number Portability, please contact us directly @ 1 651-281-4781, or fax us @ 1 888-218-1212.

---

I authorize Qwest to convert my Foreign Central Office Service to Local Number Portability:

Printed Business Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorized Party Printed Name and Official Title: \_\_\_\_\_

Authorized Party Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

We look forward to serving you and appreciate your business as a valued Qwest customer.

Sincerely,

Local Number Portability Team

Qwest Communications Inc.

Qwest Small Business Group  
Attn: LNP Conversion Team  
70 W. 4<sup>th</sup> St, Floor 13C  
St. Paul, MN 55102



**Second Notice**

ARIZONA CORPORATION COMMISSION  
DOCKET NO. T-01051B-14-0389  
CenturyLink-QC  
Exhibits of Carolyn Brown  
Exhibit CB-1, March 13, 2015



July 27th, 2001

Dear Qwest Customer:

To provide the highest quality products and services possible, while maximizing the value received for your communication dollar, Qwest® has exciting news for customers using Foreign Central Office Services. Qwest now offers Local Number Portability Services for most locations. **As a current subscriber of Foreign Central Office Services, you can benefit from this new technology.**

Here's the bottom line on Local Number Portability:

- It's a technological advancement that allows you to retain your current telephone number(s) in your existing business location. Previously, keeping your telephone number was only accomplished by subscribing to a monthly service called Foreign Central Office Services. Converting to Local Number Portability will drop off these FCO charges and save you money.
- Local Number Portability simplifies the service you now receive through your Foreign Central Office line and allows for a wider range of products and services.
- Qwest can convert your Foreign Central Office Services to Local Number Portability without any conversion charges. For a limited time, Qwest is waiving all conversion charges.

To schedule a conversion from Foreign Central Office Service to Local Number Portability Service, please return fax or mail this form complete with your business name, responsible party's signature, billing telephone number, and date. If you have questions regarding Local Number Portability, please contact us directly @ 1 851-281-4781, or fax us @ 1 888-218-1212.

---

I authorize Qwest to convert my Foreign Central Office Service to Local Number Portability:

Printed Business Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorized Party Printed Name and Official Title: \_\_\_\_\_

Authorized Party Signature: \_\_\_\_\_

Date: \_\_\_\_\_

We look forward to serving you and appreciate your business as a valued Qwest customer.

Sincerely,

Local Number Portability Team

Qwest Communications Inc.

Qwest® Small Business Group  
Attn: LNP Conversion Team  
70 W. 4<sup>th</sup> St, Floor 13C  
St. Paul, MN 55102

**Final Notice**

ARIZONA CORPORATION COMMISSION  
DOCKET NO. T-01051B-14-0389  
CenturyLink-QC  
Exhibits of Carolyn Brown  
Exhibit CB-1, March 13, 2015

**Qwest.**

June 18th, 2001

Dear Qwest Customer:

In May 2001 we sent you a letter explaining Local Number Portability and offered you the opportunity to save money by converting your Foreign Central Office line(s) to Local Number Portability. In the past, due to technical limitations, it was often necessary to change your telephone number(s) when relocating your business. Some businesses, such as yours, opted to pay for a monthly service that allows your existing telephone number(s) to ring at your new location. This is called a Foreign Central Office line.

Qwest now offers Local Number Portability, which is a technological advancement allowing you to retain your current telephone number(s) in your existing business location. With Local Number Portability, you will no longer have to pay the additional service charges that are required with a Foreign Central Office line. In order for you to begin saving money, Qwest needs your authorization to change your service to Local Number Portability. To facilitate the change, Qwest is waiving all conversion charges. However, this is our final notice in the Tucson metro area.

Until July 20th, 2001, Qwest is offering to credit the monthly recurring price difference between Foreign Central Office lines and Local Number Portability lines, retroactive to April 10, 2000. After July 20th, 2001, you will still be able to change to Local Number Portability, but the effective billing will begin on the day the change is made.

If you have faxed or mailed your authorization for this conversion, then please disregard this notice. However, if you have not returned this form but would like to authorize a conversion, then please fax or mail this completed form immediately to expedite the conversion process. If you have questions regarding the conversion, please contact us directly @ 1 651-281-4781, or fax us @ 1 888-218-1212.

---

I authorize Qwest to convert my Foreign Central Office Service to Local Number Portability.

Printed Business Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorized Party Printed Name and Official Title: \_\_\_\_\_

Authorized Party Signature: \_\_\_\_\_

Date: \_\_\_\_\_

We look forward to serving you and appreciate your business as a valued Qwest customer.

Sincerely,

Local Number Portability Team

Qwest Communications Inc.

Qwest® Small Business Group  
Attn: LNP Conversion Team  
70 W. 4<sup>th</sup> St, Floor 13C  
St. Paul, MN 55102